

1 MARTIN L. WELSH, ESQ.  
NEVADA STATE BAR NO. 8720  
2 LAW OFFICE OF HAYES & WELSH  
199 N. ARROYO GRANDE BLVD., SUITE 200  
3 HENDERSON, NEVADA 89074  
PHONE: 702-960-4006  
4 FAX#: 702-434-3739  
MWELSH@LVLAW.COM

5 ATTORNEY FOR MOVANT  
6 BMW BANK OF NORTH AMERICA

7 UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA

8 In Re:

9 PERLA MARIA MEREZKO

10 Debtor.

Case No. 19-17398-btb  
(Chapter 7 Proceeding)

11 DECLARATION IN SUPPORT OF  
12 MOTION FOR RELIEF FROM  
AUTOMATIC STAY

Hearing Date: 10/06/2020  
Hearing Time: 10:00 AM

13 Address: Courtroom 4 (2nd Floor)  
14 Foley Federal Building  
300 Las Vegas Boulevard South  
15 Las Vegas, NV 89101  
Judge: BRUCE T. BEESLEY

16 //

17 //

18 //

19 //

20 //

1 I, Cordell Krauss declare as follows:

2 1. I am employed as a Section Manager of BMW  
3 Financial Services NA, LLC service provider for BMW Bank of North America ("Movant"), a  
4 Utah industrial bank and a wholly owned subsidiary of BMW Financial Services NA, LLC.  
5 During the course of my employment, my duties include, but are not limited to, monitoring  
6 accounts for lapses in payment, lapses in insurance coverage, and handling respective customers'  
7 problems with their account.

8 2. I am the custodian and/or keeper of the business records referenced herein and, as  
9 such, I am qualified to certify the authenticity thereof. Additionally, I have personal knowledge  
10 of the matters stated in this Declaration except as to those stated on information and belief and as  
11 to those matters, I believe them to be true and correct. If called upon as a witness, I could, and  
12 would, competently testify to the facts contained herein.

13 3. I am informed and believe, and thereon allege that Perla Maria Merezko  
14 ("Debtor") executed a written retail installment sales contract for the purchase and financing of  
15 the 2015 MINI Hardtop 4 Door Cooper S Hatchback 4D, (VIN WMWXU3C51F2B57822)  
16 ("Collateral"). True and correct copies of the retail installment sales contract ("Contract") and  
17 title for the Collateral are attached hereto as Exhibits 1 and 2 and are incorporated herein by  
18 reference. The Contract was duly assigned to Movant during the normal course of business on or  
19 about February 15, 2016.

20 4. The Debtor's last payment to the Movant was made on July 17, 2020. As of the  
21 date of this Declaration, the Debtor is past due and owing to the Movant for 1 partial post-  
22 petition payment of \$518.66 and 5 post-petition payment at \$585.41 for a total post-petition  
23 arrears amount of \$3,445.71. The Debtor will owe an additional sum of \$585.41 again on August  
24

1 31, 2020, and on 31<sup>st</sup> day of the month thereafter. See Exhibit 1 and 4 attached and incorporated  
2 herein by reference.

3 5. Additionally, the Debtor has no equity in the Collateral. The total amount of the  
4 debt is \$14,297.77. The value of the Collateral is \$11,864.00 (See Exhibit 3). The Movant, in the  
5 normal course of business, uses KBB to assess the value of Collateral for similar year, make,  
6 model, and general features. KBB Valuation is used industry wide in the normal course of  
7 business as a resource to assess value. The Movant followed proper processes using data similar  
8 to the Collateral while generating the report you see in Exhibit 3.

9 6. The value of the Collateral is depreciating and continues to depreciate while the  
10 Collateral is not being paid and/or protected. The Movant's interest, therefore, is not adequately  
11 protected and Movant requests relief from stay.

12  
13 Executed this 26 day of August, 2020, in Hilliard, OH.

14  
15 BMW FINANCIAL SERVICES NA, LLC  
16 SERVICE PROVIDER FOR BMW BANK OF  
NORTH AMERICA

17   
18 By: Cordell Krauss

19 ITS: Section Manager  
20  
21  
22  
23  
24